



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 24, 2004

IN REPLY PLEASE

REFER TO FILE: PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**KINNELOA DEBRIS BASINS-ACCESS ROADS REHABILITATION
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT-
KINNELOA CANYON ASSOCIATION COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the agreement between the Los Angeles County Flood Control District and the Kinneloa Canyon Association, which provides for the cooperative financing of the rehabilitation of the segments of Kinneloa Canyon Road and Brambling Lane that are jointly used by the Los Angeles County Flood Control District and the residents within the Kinneloa Canyon Association. The total cost of the construction contract is estimated to be \$154,000 with the Los Angeles County Flood Control District and the Kinneloa Canyon Association each financing 50 percent of the cost. Your Board's action will have no effect on the County General Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works proposes to rehabilitate segments of two private streets, Kinneloa Canyon Road and Brambling Lane. The Los Angeles County Flood Control District (the District) will finance 50 percent of the construction contract cost, which is currently estimated to be \$154,000. The District will also perform and finance preliminary engineering and construction administration. The Kinneloa Canyon Association (the Association) will finance the remaining 50 percent of the construction contract cost. Your Board's approval of the agreement is necessary for the cooperative financing of the project.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to expedite completion of the project. In addition, it meets the goal of Fiscal Responsibility by sharing the costs of this road rehabilitation project with the Association.

FISCAL IMPACT/FINANCING

The total project cost for the rehabilitation of these two private streets is currently estimated at \$200,000, which includes \$154,000 for the construction contract. Sufficient funding for this project is included in the proposed Fiscal Year 2004-05 Flood Control District Budget. Financing for 50 percent of the construction contract cost will be provided by the Association in the form of a reimbursement to the District as provided in the agreement between the District and the Association.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This agreement was reviewed and approved as to form by County Counsel and has been executed by the Association on April 30, 2004.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines and Class 1(x) 2 and 14 of the County Environmental Guidelines.

The Honorable Board of Supervisors
June 24, 2004
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will not have a significant impact on current flood control services or projects currently planned. Upon construction completion to the satisfaction of Public Works, the Association will assume the operation and maintenance responsibilities for these streets.

CONCLUSION

Enclosed are three originals of the agreement, which have been executed by the Association. Please return two fully executed originals of the agreement along with one approved copy of this letter to Public Works for further processing. The agreement labeled County original is to be retained for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

TAD:ph

C041630

P:\pdpub\Temp\FLOOD\PROJECTS\Kinneloa Debris Basins - Reconstruct Access Roads\Kinneloaagreement.doc

Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT" and the KINNELOA CANYON ASSOCIATION, a California nonprofit mutual benefit corporation, hereinafter referred to as "ASSOCIATION":

WITNESSETH

WHEREAS, DISTRICT owns, operates, and maintains Kinneloa Debris Basin and Kinneloa Debris Basin-West Branch ("DEBRIS BASINS") in the unincorporated area of Altadena; and

WHEREAS, DISTRICT and ASSOCIATION entered into that certain agreement dated as of April 15, 1980, and recorded in the Official Records of Los Angeles County, California, on April 14, 1982, as Instrument No. 82-386463, a copy of which is attached hereto and made a part hereof as Exhibit A ("ORIGINAL AGREEMENT"); and

WHEREAS, ORIGINAL AGREEMENT, among other things, grants to DISTRICT an ingress and egress easement over certain segments of two (2) private streets, Kinneloa Canyon Road and Brambling Lane ("PRIVATE STREETS"), owned by ASSOCIATION, to provide access to DEBRIS BASINS; and

WHEREAS, both ASSOCIATION traffic and DISTRICT'S vehicles involved in sediment and debris removal activities in DEBRIS BASINS have contributed to the wear and tear of PRIVATE STREETS; and

WHEREAS, the parties are proposing to rehabilitate the PRIVATE STREETS ("PROJECT"); and

WHEREAS, both parties desire to re-establish a mutual understanding relative to the extent of each party's financial obligation for PROJECT notwithstanding the provisions of ORIGINAL AGREEMENT; and

WHEREAS, the location of said PROJECT is shown in Exhibit B, attached hereto for reference only; and

WHEREAS, the typical cross section of the proposed reconstruction is shown in Exhibit C, attached hereto for reference only; and

WHEREAS, CONSTRUCTION CONTRACT COST of PROJECT is currently estimated to be One Hundred Fifty-four Thousand and 00/100 Dollars (\$154,000.00); and

WHEREAS, DISTRICT is willing to finance and perform PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to ASSOCIATION under the terms herein; and

WHEREAS, ASSOCIATION is willing to finance fifty percent (50%) of CONSTRUCTION CONTRACT COST of PROJECT under the terms herein; and

WHEREAS, DISTRICT is willing to finance the remaining fifty percent (50%) of CONSTRUCTION CONTRACT COST of PROJECT under the terms herein;

NOW, THEREFORE, in consideration of the mutual benefits of ASSOCIATION and DISTRICT and of the premises herein contained, DISTRICT and ASSOCIATION agree as follows:

DEFINITIONS

PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, consists of environmental documentation; design survey; soils report; traffic engineering and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, consists of contract administration, construction inspection, materials testing, construction survey, changes and modification of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by DISTRICT.

CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT includes all payments to the contractor for construction of PROJECT.

II 1 DISTRICT AGREES

- a. To perform PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to ASSOCIATION.
- b. To submit final plans and specifications for PROJECT for ASSOCIATION'S review prior to advertising PROJECT for construction bids.
- c. To prepare the necessary documentation for compliance with the California Environmental Quality Act for PROJECT.
- d. To advertise a contract for construction bids and award the construction contract.

- e. To make any necessary changes to the final plans and specifications for PROJECT to account for unforeseen field conditions encountered during construction.
- f. To finance the costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION and fifty percent (50%) of the CONSTRUCTION CONTRACT COST of PROJECT.
- g. To invoice ASSOCIATION in two phases for ASSOCIATION'S share of CONSTRUCTION CONTRACT COST of PROJECT. The first invoice, for an amount equal to seventy-five percent (75%) of ASSOCIATION'S estimated share of CONSTRUCTION CONTRACT COST, will be sent to ASSOCIATION upon execution of this AGREEMENT but no earlier than thirty (30) days prior to advertisement of PROJECT for construction bids. The second invoice, for the balance on the ASSOCIATION'S actual share of CONSTRUCTION CONTRACT COST of PROJECT, will be sent to ASSOCIATION upon acceptance of construction work by DISTRICT and final accounting of CONSTRUCTION CONTRACT COST.

(2) ASSOCIATION AGREES

- a. To actively seek, encourage, and promote community support for PROJECT at no cost to DISTRICT.
- b. To finance fifty percent (50%) of CONSTRUCTION CONTRACT COST of PROJECT.
- c. To review the final plans and specifications for PROJECT and provide reasonable comments back to DISTRICT within fourteen (14) days of receiving them from DISTRICT at no cost to DISTRICT.
- d. To grant DISTRICT, at no cost to DISTRICT, any and all temporary right of way that may be necessary for construction of PROJECT.
- e. To accept ownership of PROJECT upon its completion and to perform all related operation and maintenance.
- f. To promptly pay the invoices described in (1) g above. In the event ASSOCIATION fails to pay either of these invoices in full thirty (30) days after each due date, ASSOCIATION shall pay DISTRICT interest on the balance from the date of the invoice until paid in full at the rate of seven percent (7%) per annum.

- g. To indemnify, defend, and save harmless DISTRICT, or the County of Los Angeles (as a third party beneficiary), their agents, officers, and employees from and against any and all liability and expense arising from any act or omission of ASSOCIATION, its officers, employees, agents, consultants, contractors, or subcontractors of any rank in conjunction with PROJECT or PRIVATE STREETS including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Notwithstanding the foregoing, ASSOCIATION need not indemnify or hold DISTRICT harmless to the extent of DISTRICT'S negligence.

(3) THE PARTIES MUTUALLY UNDERSTAND AND AGREE AS FOLLOWS:

- a. During construction of PROJECT, DISTRICT shall furnish a representative to perform the functions of an inspector. ASSOCIATION may also furnish, at no cost to DISTRICT, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other. ASSOCIATION'S inspector shall not issue any directive to the construction contractor, but shall work through the DISTRICT inspector instead. The orders of the DISTRICT inspector to the contractor or any other DISTRICT'S representative in charge of construction shall prevail and be final.
- b. Upon completion of construction of PROJECT, DISTRICT shall perform a final detailed accounting of the CONSTRUCTION CONTRACT COST and furnish it to ASSOCIATION. The final accounting shall include the construction contract material quantities and unit prices. If ASSOCIATION'S share of the costs in this accounting is less than the amount of funds previously deposited with DISTRICT for its contribution, DISTRICT shall return the excess funds to ASSOCIATION. If, on the other hand, the ASSOCIATION'S share of the costs in this accounting is more than the amount of funds previously deposited with DISTRICT for its contribution, ASSOCIATION shall immediately remit additional funds to DISTRICT. In the event these additional funds or any part thereof are not paid within thirty (30) days following DISTRICT'S request, ASSOCIATION shall pay DISTRICT interest on the balance from the date of the invoice at the rate of seven percent (7%) per annum.
- c. DISTRICT shall give ASSOCIATION a minimum of 48-hours advance notice for any scheduled work in DEBRIS BASINS involving the removal of more than one hundred (100) cubic yards of sediment or debris from DEBRIS BASINS so that DISTRICT'S and ASSOCIATION'S respective representatives can jointly inspect the "before" and "after" conditions of the roadway, assess the amount of damage, if any, the DISTRICT'S activities have done to PRIVATE STREETS, and DISTRICT shall make reasonable repairs that are caused solely by DISTRICT, based on mutual agreement

following the inspection. If ASSOCIATION'S representative is not available within 48 hours from DISTRICT'S notice, DISTRICT shall have the option to videotape PRIVATE STREETS to record and document the "before" and "after" conditions of the roadway.

- d. This AGREEMENT may be modified only by the mutual written consent of both parties.
- e. Each party shall have no financial obligation to the other party under this AGREEMENT except as herein expressly provided.

Notwithstanding any other provision of this AGREEMENT (including Section (2) g above) in connection with acts or events occurring or alleged to occur within PRIVATE STREETS, but excluding to the extent resulting from DISTRICT'S active negligence or willful misconduct, ASSOCIATION shall indemnify, defend, and save harmless the DISTRICT, their officials, officers, employees, and agents against any and all liability, claims, expenses, damages, costs, response, remediation, removal, fines, interest, charges, levies, penalties, lawsuits, administrative proceedings, actions, defense costs, or attorneys' and experts' fees (collectively, "Claims") relating to either: i) the ASSOCIATION'S operation or maintenance of PRIVATE STREETS or ii) the physical condition of PRIVATE STREETS including, without limitation, claims relating to the threatened, actual, or alleged disposal, discharge, dispersal, release, or escape of any Hazardous Waste (as defined below) into or upon any person, thing, or place including the land, soil, atmosphere, man-made structure, and any above or below ground watercourse or body of water including, without limitation, under the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C. §§9600, et seq., the Carpenter-Presley-Tanner Hazardous Substance Account Act, Health and Safety Code §§25300, et seq., or under any applicable law.

- g. The term "Hazardous Waste" means any substance, material, or other thing regulated by or pursuant to any Federal, State, or local laws or ordinance by reason of its potential for harm to human health or the environment because of its flammability, toxicity, reactivity, or corrosiveness.
- h. The ORIGINAL AGREEMENT is reaffirmed and ratified except to the extent that its provisions conflict or are inconsistent with this AGREEMENT. In the event of any conflict or inconsistency between this AGREEMENT and the ORIGINAL AGREEMENT, the provisions of this AGREEMENT shall prevail.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the KINNELOA CANYON ASSOCIATION on April 30, 2004, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2004.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

ATTEST

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chairman, Board of Supervisors

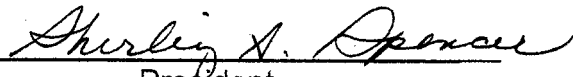
By _____
Deputy

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

By  _____
Deputy

KINNELOA CANYON ASSOCIATION

By  _____
President
April 30, 2004

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

} ss.

On 4/30/04, before me,

Date

HEESUN PARK (NOTARY)

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Shirley A. Spencer

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Agreement

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

FILE COPY

RIGHT OF WAY ENGINEERING DIVISION

RECORDING REQUESTED BY AND MAIL TO:

Board of Supervisors
County of Los Angeles
500 West Temple Street
Los Angeles, CA 90012

Date Recorded April 14, 1980

Instrument No.

82-386463

Official Records

File with KINNELOA DEBRIS BASIN 3A

Includes Parcels Nos. 13A, 15A,
16A, 17A, 19A, 21A, 23A, 25A,
26A, 27A, 28A, 29A, 30A, 31A,
32A, 33A, 34A, 36A, 40A, 41A,
42A, 45A, 52A, 53A, 54A, 55A,
56A, 57A, 58A, 59A, 61A, 62A,
and 63A

KINNELOA DEBRIS BASIN-
WEST BRANCH 1A

Includes Parcels Nos. 2A, 3A,
4A, 5A, and 48A

C.I. 88

290-RW 1.1 and 1.2

358-RW 2

Fifth District

COPY of Document Recorded

82-386463

Has not been compared with original.
Original will be returned when
processing has been completed. 0

LOS ANGELES COUNTY REGISTRAR - RECORDER

11-1-80
EK
-80
-80
HUEZ (CI)

AGREEMENTTHIS AGREEMENT, entered into this 15 day of April, 1980, by and between KINNELOA ~~DEBRIS BASIN OWNERS~~ CANYONand LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

body corporate and politi
hereinafter termed "District"

WITNESSETH

WHEREAS for use in the operation and maintenance of its facilities known as Kinneloa Debris Basin and Kinneloa Debris Basin-West Branch hereinafter described as "facilities" District has acquired or is acquiring from the owners of record, easements for ingress and egress over Kinneloa Canyon Road and Brambling Lane, hereinafter described as the "private streets", as shown on map of Tract No. 19710 recorded September 5 1956, in Book 604, pages 34 to 37, inclusive Maps, in the office of the Registrar-Recorder of the County of Los Angeles, and as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS, pursuant to the provisions of Declaration of Restrictions recorded September 14, 1956, in Book 52306, page 228, of Official Records, in the

CONFORMED FROM ORIGINAL

BY McGord A-60

office of said Registrar-Recorder, Association was established with the responsibility for the maintenance of the streets located in said tract.

WHEREAS, Association and District are desirous of concluding a mutual understanding relative to determining the extent of District's obligation, with respect to the expenses for repairs for the maintenance of said private streets, arising as a result of District acquisitions for the purposes hereinabove stated

WHEREAS, District previously acquired such access to its facilities by obtaining periodic permits therefor from the Association.

WHEREAS, the periodic permits have expired so that access for the District to the facilities has been reduced, necessitating the present permanent easements

WHEREAS the District's use of the private streets causes recurring hereto for which the District has regularly compensated the Association

WHEREAS improvement of the private streets will defer recurring damages from the District's use of the streets

WHEREAS the proposed improvement will provide a mutual benefit to the District ~~and the Association~~
periodic costs for maintenance

WHEREAS the District has prepared specifications for the improvement of the private streets as shown in the attachment hereinafter referred to as Exhibit "B"

WHEREAS District is willing to pay the Association for part of the improvement to the private streets as shown in the specifications

NOW THEREFORE in consideration of the faithful performance of the terms herein, the parties hereto agree as follows

Association agrees to construct, at its expense, the improvements to the private streets as shown on Exhibit "B" and in accordance with the District's standards.

District agrees, upon satisfactory completion of the improvements according to Exhibit "B", to pay to Association the sum of Thirty-Six Thousand Nine Hundred and No/100 Dollars (\$36,900.00) as its share of the cost of said improvement work. Said

EXHIBIT A

3 of 1

payment shall be the total extent of District's obligation for the cost of the improvement under this Agreement.

Association shall pay all expenses necessary to keep said streets in repair, to the extent that such repairs are necessitated by use of said streets by persons presently entitled to the use thereof for street purposes.

4. All expenses for repairs necessitated by "Acts of God", including, but not limited to, storms, wind, rain, and earthquakes, shall be shared three-quarters (3/4) by Association and one-quarter (1/4) by District provided, however, that if at the time of the occurrence of said "Acts of God" there is existing damage to said streets occasioned by District's use of said streets, then any aggravation of that existing damage caused by said "Acts of God" shall be repaired by District in an expeditious manner, at its expense, and provided further that when there is existing damage to the streets occasioned by use of said streets by parties other than District, then any aggravation of that existing damage caused by said "Acts of God" shall be repaired by Association in an expeditious manner, at its expense.

District shall pay all expenses necessary to keep said streets in repair, except those expenses provided for in Paragraphs 3 and 4, above, to the extent that such repair is necessitated as a direct result of District's use of said streets. District shall make such repairs expeditiously and in such a manner so as to restore said streets to their present condition

Notwithstanding anything in this Agreement to the contrary, District shall have the right, at any time, to make any necessary repairs to said streets to render them usable for District's purposes.

Association agrees that it will indemnify and save harmless District, its officers, agents, and employees from any and all liability, loss, or damage to which District, its officers, agents, or employees may be subjected as the result of any act or omission by Association, its officers, agents, or invitees, arising out of the exercise of the rights herein.

District, insofar as it may legally do so, shall indemnify and save harmless Association, its officers, agents, and invitees from any and all liability, loss, or damage to persons or property which Association, its officers, agents, and invitees may suffer by reason of the exercise by District, its officers, agents, and employees of the rights herein.

9. It is mutually understood and agreed by the parties hereto that the effective date of this Agreement is the date of recording of the last document by which District will have acquired all the aforementioned easements for ingress and egress.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first-herain written.

KINNELOA ~~RANCH KNOLL~~ OWNERS ASSOCIATION,
a California nonprofit corporation

By Bill Jay M. Davis
Pres. April 15, 1980

By St. Patrick De Carolis
April 15, 1980



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By _____
Chairman, Board of Supervisors

ATTEST:
JAMES S. MIZE
Executive Officer-Clerk of
the Board of Supervisors

By Marna Blarney
Deputy

Those portions of Lots 1, 2, and 3; Lots 5 to 23, inclusive; Lots 25, 26, and 27; Lots 29 to 36, inclusive; and Lot 42, all of Tract No. 19710, as shown on map filed in Book 604, pages 34 to 37, inclusive, of Maps, in the office of the Registrar-Recorder of the County of Los Angeles, designated as Kinneloa Canyon Road, a private street, on map of said Tract, and those portions of Lots 24 to 29, inclusive, said Tract, designated as Brambling Lane, a private street, on map of said Tract.

EXHIBIT "A"

KINNELOA PROPERTY OWNERS ASSOCIATION

S P E C I F I C A T I O N S

for the

RESURFACING OF KINNELOA CANYON ROAD,
KINCLAIR DRIVE, AND BRANBLING LANE
IN UNINCORPORATED TERRITORY OF THE
COUNTY OF LOS ANGELES, CALIFORNIA

May 1978

SPECIAL INSTRUCTIONS TO BIDDERS

The bidder shall file his bid with the Kinneloa Property Owners Association using the Bidder's Proposal furnished with the plans and specifications.

INSPECTION OF SITE

Bidders shall examine the site and acquaint themselves with all conditions affecting the work. By submitting a bid, the bidder will be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the delivery of his proposal, and agrees that if he is awarded the contract, he will make no claim against the Kinneloa Property Owners Association based on ignorance or misunderstanding of the contract provisions.

QUANTITIES

The quantity of work to be done under the contract, as noted in the Schedule of Prices, is but an estimate and is not to be taken as an expressed or implied statement that the actual quantity of work will correspond to the estimate.

The right is reserved by the Kinneloa Property Owners Association increase or decrease the quantity of work if found desirable or expedient.

The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased by the Kinneloa Property Owners Association.

SCHEDULE OF PRICES

for

RESURFACING OF KINNELOA CANYON ROAD,
KINCLAIR DRIVE, AND BRAMBLING LANE
IN UNINCORPORATED TERRITORY OF THE
COUNTY OF LOS ANGELES, CALIFORNIA

In accordance with specifications therefor approved by the Kinnelon Property Owners Association, the undersigned bidder is herewith submitting the following bid price for the performance of the entire work as described in these specifications and attached drawings subject to his furnishing all materials.

[illegible]

DR - Asphalt Concrete

SPECIAL PROVISIONS

DRAWINGS AND STANDARD SPECIFICATIONS:

The drawings showing the location, character of work, and details of construction are attached hereto and are a part of these specifications.

The Standard Specifications for Public Works Construction, 1976 Edition including the Errata and Revised Index and 1977 and 1978 Supplements thereto, as published by Building News Inc., 3055 Overland Avenue, Los Angeles, California 90034, shall be considered a part of these specifications. Only Parts 2 and 3 shall apply to this contract.

DURATION OF CONTRACT

The Contractor shall begin work not later than fifteen days after the date at which the Kinneloa Property Owners Association awards the contract and shall complete the entire work within 30 calendar days. The time stipulated above for completion of the entire project will begin on the fifteenth day after the date of award.

TRAFFIC REQUIREMENTS

The Contractor shall provide one lane, flagmen controlled, for two-way traffic during construction hours; two lanes, one in each direction, at all other times.

SURFACING

The asphalt concrete shall be 1-D-AR-4000.

Except as otherwise specified or permitted the finished, new AC surf shall be a minimum of two inches in thickness.

At locations where the AC surfacing is to meet existing portland cement concrete gutters or spandrels, the AC shall be feathered from a thickness of 2 inches at 5 feet away to a 3/4-inch thickness at the gutter or spandrel. No reduction in payment will be made for the reduced thickness.

In areas where patches of loose AC exist, the loose AC shall be removed prior to placement of new AC. All costs involved in removing the existing pavement and for the additional thickness of new AC required therefor shall be deemed as being included in the price bid.

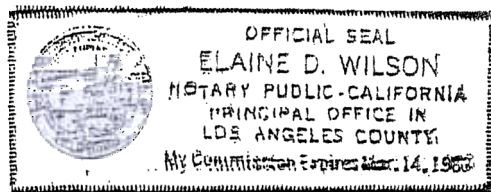
All costs involved for trimming of plant growth or other work incidental to accomplishing the paving shall be deemed as being included in the price bid.

The longitudinal dimension for measurement of square footage for payment will be made in the plane of the finished pavement.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES

ss.

On this _____ day of _____, 19____ before
me, _____, a Notary Public in and for said
County, personally appeared _____, known
to me to be the _____ president, and _____
known to me to be the _____ secretary of the WINNELOA RANCH-KNOLES
OWNERS ASSOCIATION, a California nonprofit corporation _____
the corporation that executed the within instrument
and known to me to be the persons who executed the _____ on
behalf of the corporation therein named and acknowledged to me that such
Corporation executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.
Witness my hand and official seal the day and year first above written



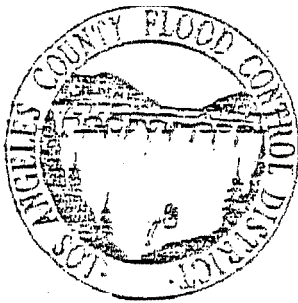
Notary Public in and for said County and

On this 15th day of April 19 80

before me JAMES S. MEZE, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles and ex-officio of the Los Angeles County Flood Control District, State of California, personally appeared

Baxter Ward known to me to be the chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT the District that executed the within instrument and known to me to be the person who executed the same on behalf of said District and acknowledged me that said District executed the same pursuant to the Order of said Board.

Br. 15 19 80 No 28



JAMES S. MEZE, Executive Officer-Clerk of the Board of Supervisors of Los Angeles County and Los Angeles County Flood Control District, Calif.

By Marva Blakely
Deputy

Approved as to form
JOHN E. PARSON, County Counsel

By [Signature]

Deputy

Approved as to description
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By [Signature]

Civil Engineer

Right of Way Engineering Division

Approved as to title
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

EXHIBIT B

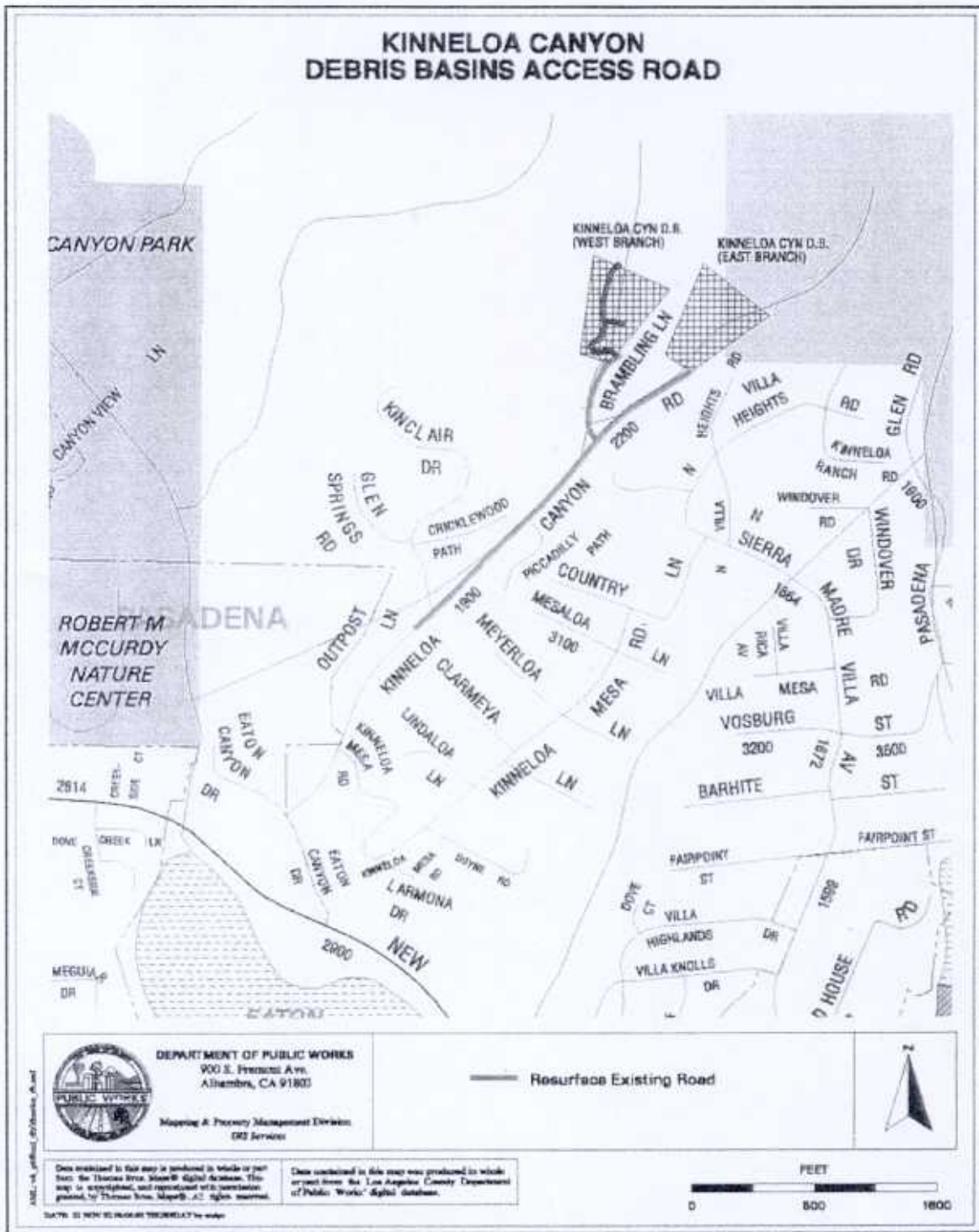
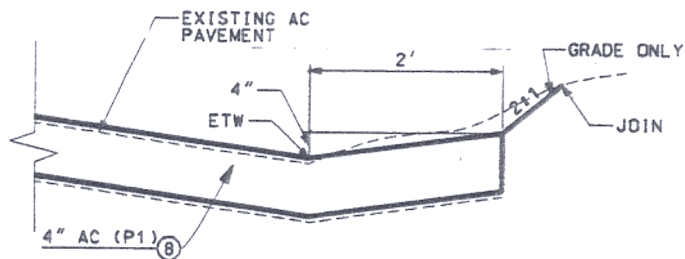
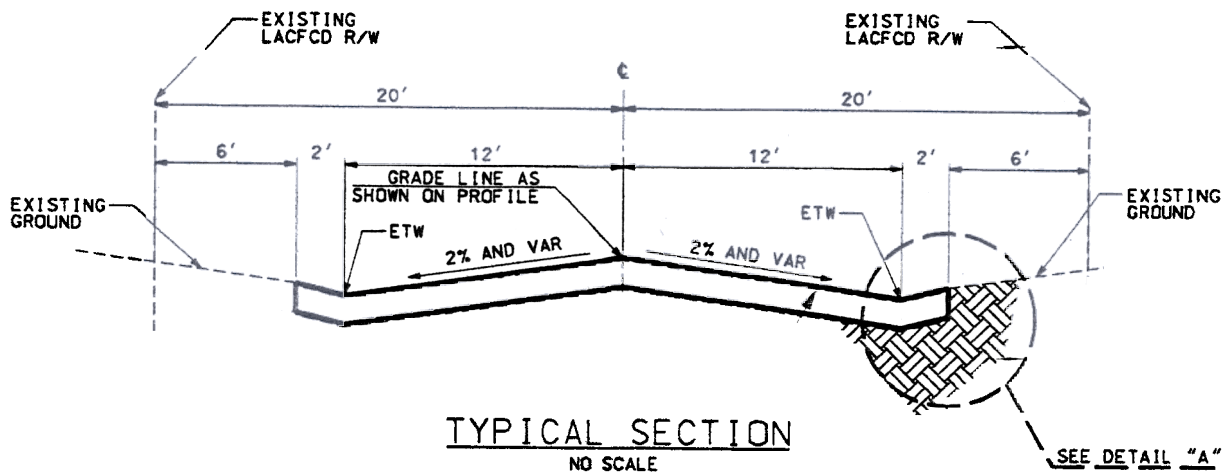
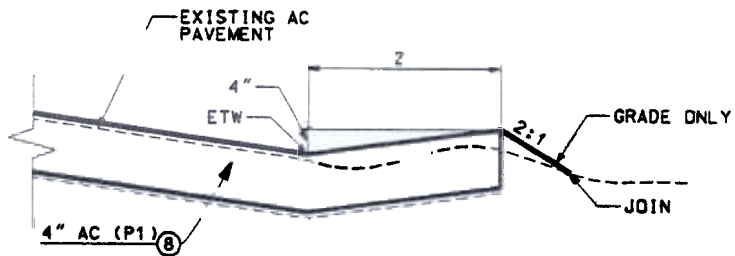


EXHIBIT C



OR



DETAIL "A"
TYPICAL JOIN AT
EXISTING GROUND
NO SCALE

PREPARED BY L. WOUNG	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
DATE 04/27/04	KINNELOA DEBRIS BASIN AND KINNELOA DEBRIS BASIN - WEST BRANCH
SCALE NO SCALE	RECONSTRUCT ACCESS ROADS TYPICAL SECTIONS